

**EVANS**  
PRODUCTS COMPANY

**Paul J. Graf**  
Group Attorney  
Transportation Systems & Industrial Group

The East Tower  
2550 Golf Road  
Rolling Meadows, Illinois 60008

2-1834065

Telephone 312/640-7000

June 23, 1982

RECORDATION NO. 8829 P

Filed 1423

JUL 2 1982 - 2 40 PM

Mrs. Mildred Lee  
Secretary

Interstate Commerce Commission  
Washington, DC 20423

No. 1  
JUL 2 1982  
Date.....  
Fee \$ 20.00

ICC Washington, D. C.

RECORDATION NO. 8829 O

Filed 1423

JUL 2 1982 - 2 40 PM

INTERSTATE COMMERCE COMMISSION

Dear Mrs. Lee:

I have enclosed three originals and one copy of the documents described below to be recorded pursuant to Section 11303 of Title 49 U.S. Code.

The documents included are a Supplemental Agreement and Bill of Sale of Reconveyance, secondary documents dated April 23, 1982.

The primary document to which these are connected is recorded under Recordation No. 8829.

The names and addresses of the parties to the documents are as follows:

Mortgagor: Evans Railcar Leasing Company  
2550 Golf Road  
Rolling Meadows, IL 60008

Mortgagee: Continental Illinois National Bank & Trust Company of  
Chicago  
321 S. La Salle Street  
Chicago, IL 60693

A description of the equipment covered by the documents follows.

Destroyed Equipment: Three (3) 70-ton 50'6" single sheathed boxcars with 10' sliding doors - TPW 70003, 70018, 70029, AAR# B209  
One (1) 52' 5" 70-ton side slider LU boxcar - USLX 50300, AAR# B47  
Two (2) 50'6" 70-ton boxcar with 10' sliding door - LW 1002, 1037  
One (1) 3600 c.f. 100-ton four pocket open top hopper - LEF 904, AAR# H350.

Substituted Equipment: Five (5) 21,000 gallon 100-ton coiled and insulated tank car - USLX 21688-21692, AAR# T105.

A fee of \$20.00 is enclosed. Please return two originals and one copy not needed by the Commission for recordation to Paul J. Graf, Evans Products Company, 2550 Golf Road, Rolling Meadows, IL 60008.

A short summary of the documents to appear in the index follows:

Supplemental Agreement and Bill of Sale of Reconveyance to Railroad Equipment Security Agreement between Evans Railcar Leasing Company, 2550 Golf Road, Rolling Meadows, IL 60008, Mortgagor, and Continental Illinois National Bank & Trust Company of Chicago, 321 S. La Salle Street, Chicago, IL 60693, Mortgagee, dated April 23, 1982 and covering Five 21,000 gallon 100-ton coiled and insulated tank cars, substituted equipment to Railroad Equipment Security Agreement with Recordation No. 8829.

Very truly yours,

  
Paul J. Graf

PJG:sm

Enclosures

**Interstate Commerce Commission**  
Washington, D.C. 20423

7/2/82

OFFICE OF THE SECRETARY

Paul J. Graf  
Group Atty.  
Evans Product Company  
The East Tower  
2550 Golf Rd.  
Dear Sir:  
Rolling Meadows, Ill. 60008

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on 7/2/82 at 2:40pm, and assigned re-recording number(s).

8829-0 & 8829-P

Sincerely yours,

*Agatha L. Mergenovich*  
Agatha L. Mergenovich  
Secretary

Enclosure(s)

SE-30  
(7/79)

SUPPLEMENTAL AGREEMENT

JUL 2 1982 2 40 PM

INTERSTATE COMMERCE COMMISSION

THIS SUPPLEMENTAL AGREEMENT dated as of April 23, 1982, is by and between Continental Illinois National Bank and Trust Company of Chicago (hereinafter called the "Trustee") and Evans Railcar Leasing Company, an Illinois corporation (hereinafter called the "Company").

## W I T N E S S E T H:

WHEREAS, the Trustee and the Company have executed and delivered with and to each other that certain Equipment Trust Agreement dated as of April 1, 1977, (hereinafter called the "Agreement"); and

WHEREAS, the Agreement was recorded with the Interstate Commerce Commission in accordance with 49 U.S.C. Section 11303 and assigned Recordation No. 8829; and

WHEREAS, pursuant to Section 4.06 of the Agreement, the Company has or will have requested the Trustee to pay over to the Company an amount in cash deposited with the Trustee on account of Destroyed Equipment (as hereinafter defined) as required by Section 4.08 of the Agreement and has or will have sold, assigned and transferred to the Trustee in substitution, therefore, Substitute Equipment (as hereinafter defined); and

WHEREAS, the Company and the Trustee desire to modify and amend the Agreement to release and delete therefrom the Destroyed Equipment and to encumber thereby and substitute therefor the Substitute Equipment.

NOW, THEREFORE, in consideration of the promises, covenants and agreements hereinafter set forth, it is agreed by and between the parties hereto that:

1. The Agreement is hereby amended by releasing from the lien thereof and deleting from Schedule A thereof, the units of Trust Equipment (herein called "Destroyed Equipment") described in Exhibit A hereto.
2. The Agreement is hereby amended by subjecting to the lien thereof and adding to Schedule A thereof, the units of Equipment (herein called "Substitute Equipment") described in Exhibit B hereto.
3. The Company will mark or cause to be marked the Substitute Equipment as provided in Section 4.07 of the Agreement.


4. The terms "Equipment" and "Trust Equipment" as used in the Agreement shall hereafter, for all purposes, include the Substitute Equipment and shall not hereafter include the Destroyed Equipment.
5. The Company will promptly cause this Supplemental Agreement for the Substitute Equipment to be filed and recorded in accordance with 49 U.S.C. Section 11303.
6. Except as amended and supplemented hereby, the Agreement shall remain unaltered and in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Supplemental Agreement to be duly executed as of the 23rd day of April, 1982.

[CORPORATE SEAL]

ATTEST:

CONTINENTAL ILLINOIS NATIONAL  
BANK AND TRUST COMPANY OF  
CHICAGO

  
Trust Officer

By:   
SECOND Vice President

[CORPORATE SEAL]

ATTEST:

EVANS RAILCAR LEASING COMPANY

  
Assistant Secretary

By:   
Vice President

STATE OF ILLINOIS

~~CITY AND~~ COUNTY OF COOK

On this 3<sup>RD</sup> day of MAY, 1982, before me personally appeared L. C. Mull, Jr. and P. WADSWORTH, to me personally known, who, being by me duly sworn, say that they are <sup>SECOND</sup> Vice President and ~~Trust Officer~~, respectively, of CONTINENTAL ILLINOIS NATIONAL BANK AND TRUST COMPANY OF CHICAGO, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and they acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

My commission expires:

My Commission Expires July 2, 1984

U. W. [Signature]  
Notary Public

STATE OF ILLINOIS

COUNTY OF COOK

On this 23<sup>rd</sup> day of April, 1982, before me personally appeared Paul R. Dean and Thomas A. Schoenbeck, to me personally known, who, being by me duly sworn, say that they are Vice President and Assistant Secretary, respectively of EVANS RAILCAR LEASING COMPANY, that one of the seals affixed to the foregoing instrument is the seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and they acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

My commission expires:

2-4-85

Susan E. Muehlefelden  
Notary Public

Exhibit A

Series 13 Destroyed Cars

<u>Quantity</u>	<u>Description</u>	<u>Car Markings</u>
3	70-ton 50'6" single sheathed boxcar with 10' sliding doors	TPW 70003 TPW 70018 TPW 70029
1	52'5" 70-ton side slider LU boxcar	USLX 50300
2	50'6" 70-ton boxcar with 10' sliding door	LW 1002 LW 1037
1	3600 c.f. 100-ton four pocket open top hopper	LEF 904

Exhibit B

Series 13 Substituted Cars

<u>Quantity</u>	<u>Description</u>	<u>Car Markings</u>
5	21,000 gallon 100-ton coiled and insulated tank car	USLX 21688-21692